Agreement

BETWEEN

UNITED PARCEL SERVICE, INC.

AND

Truck Drivers, Oil Drivers, Filling Station and Platform Workers' Union Local No. 705, and General Teamsters, Chauffeurs and Helpers Union Local No. 782, Affiliates of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America

Effective Dates:

June 1, 1961
To
May 31, 1964

COLLECTIVE BARGAINING AGREEMENT

This Agreement has been negotiated through the process of collective bargaining and is entered into by and between the parties in a mutual effort to stabilize employment conditions and to promote sound labor and management relations.

ARTICLE 1
RECOGNITION AND BARGAINING

1. Recognition

The Employer recognizes and acknowledges that the Union is the sole and exclusive representative for the purposes of collective bargaining of all of its Employees except office clerical, mechanics, furniture drivers, movers, helpers, over the road drivers and supervisors as defined in the National Labor Relations Act as amended.

2. Individual Bargaining

The Employer having recognized the Union as the sole and exclusive bargaining representative of the Employees is prohibited from entering into or negotiating any agreement or understanding (oral or written) individually or collectively with any of its Employees.

3. Economic Loss

Employees now receiving wages, hours, vacations, benefits or conditions of employment more favorable than those contained in this Agreement shall not suffer reduction nor loss thereof by virtue of this Agreement, nor shall any Employee secure lesser benefits than may accrue to him (including hourly rates, guarantees, etc.) under this Agreement.

ARTICLE 2
EMPLOYEES

1. Present and Future Employees

All present Employees who are members of the Union on the date of the execution or the effective date of this Agreement, whichever occurs later, shall remain members of the Union in good standing as a condition of employment. All present Employees who are not members of the Union and all Employees who are hired hereafter shall become and remain members of the Union in good standing as a condition of employment on and after the thirty-first (31st) day following the beginning of their employment or on and after the thirty-first (31st) day following the date of the execution or the effective date of this Agreement, whichever occurs later. This provision shall be made and become effective as of such time as it may be made and become effective under the National Labor Relations Act, but not retroactively.

2. More Favorable Security

To the extent that Union security provisions more favorable to the Union may become permissible under Federal or State law during the life of this Agreement, whether resulting

from legislative, administrative or judicial determination, then all of the provisions of this Article shall be automatically amended to permit such more favorable Union security agreement to apply or become effective in such situations which may not now be permitted by law.

3. Equal Opportunity — New Help

When the Employer needs additional help, it shall give the Union an equal opportunity with other sources to provide suitable applicants meeting the Employer's employment standards. The names and addresses of all Employees shall be sent to the Union within twenty-four (24) hours after their hiring.

4. Check-off

The Employer shall deduct from the pay of all Employees covered by this Agreement dues, initiation fees and/or uniform assessments of the Union, and remit the same to the Union together with an itemized statement of such deduction. Where laws require written authorization by the Employees to authorize such deductions, then the same shall be furnished in the required form. No deductions, however, shall be made which are prohibited by applicable law.

5. New Employees

Except as above provided all Employees shall work under the provisions of this Agreement. No new Employee shall acquire any seniority until he has been employed for thirty (30) days. Such new Employees shall be probationary Employees and may be dismissed without recourse to the grievance or arbitration procedure of this Agreement.

6. Agency Shop

If the Union security provisions hereof become invalid for any reason whatsoever but any agency shop clause is permissible where the other provisions of this Article cannot apply, then the following Agency Clause shall prevail:

(a) Membership in the Union is not compulsory. Employees have the right to join, not join, maintain, or drop their membership in the Union, as they see fit. Neither party shall exert any pressure on or discriminate against an Employee as regards such matters.

(b) Membership in the Union is separate, apart and distinct from the assumption by one of his equal obligation to the extent that he receives equal benefits. The Union is required under this Agreement to represent all of the Employees in the bargaining unit fairly and equally without regard as to whether or not an Employee is a member of the Union. The terms of this Agreement have been made for all Employees in the bargaining unit and not only for members in the Union, and this Agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of a majority of the Employees in the bargaining unit. Accordingly, it is fair that each Employee in the bargaining unit pay

his own way and assume his fair share of the abligation along with the grant of equal benefit contained in this Agreement.

(c) In accordance with the policy set forth under subparagraphs (a) and (b) of this Section all Employees shall, as a condition of continued employment, pay to the Union, the Employees' exclusive collective bargaining representative, an amount of money equal to that paid by other Employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual initiation fees, and its regular and usual dues. For present Employees such payments shall commence thirty-one (31) days following the effective date or on the date of execution of this Agreement, whichever is the later, and for new Employees the payment shall start thirty-one (31) days following the date of employment.

ARTICLE 3
WAGE SCALE

1. Rates

A. Parcel Drivers, Tractor Dricers and New Drivers.

(a) Parcel Drivers:

The regular hourly rate of pay shall be as follows:

June 1, 1961	June 1, 1962	June 1, 1963	December 1, 1963
$2.775	$2.855	$2.905	$2.955

(b) Tractor Drivers:

The regular hourly rate of pay shall be as follows:

June 1, 1961	June 1, 1962	June 1, 1963	December 1, 1963
$2.855	$2.965	$3.055	$3.105

(c) New Drivers:

For the first ninety (90) calendar days of employment, the regular hourly rate of pay shall be $0.15 less than the then top rate for the applicable classification.

B. Positioners-Routers-Sorters, Loaders-Unloaders-Sheetwriters:

(a) Positioners-Routers-Sorters:

The regular hourly rate of pay shall be as follows:

June 1, 1961	June 1, 1962	June 1, 1963	December 1, 1963
$2.825	$2.905	$2.955	$3.005

(b) Loaders-Unloaders-Sheetwriters:

The regular hourly rate of pay shall be as follows:

June 1, 1961	June 1, 1962	June 1, 1963	December 1, 1963
$2.34	$2.42	$2.47	$2.52

(c) New Employees:

The starting rate for these new Employees shall be $0.40 per hour less during the first thirty (30) days of employment and the rate shall then automatically be increased an additional $0.15 per hour from the thirty-first

(31st) to the ninetieth (90th) day, when the top regular hourly rate shall be paid.

C. General Utility Men:

General Utility Men, who put up additions to bins, perform minor repairs, act as handy men, shall receive the following regular hourly rate of pay:

June 1, 1961	June 1, 1962	June 1, 1963	December 1, 1963
$2.30	$2.38	$2.43	$2.48

D. Washers and Porters:

Washers, who wash vehicles and check gas and oil, and porters who keep the premises, inside and out, clean and neat and store records, shall receive the following regular hourly rate of pay:

June 1, 1961	June 1, 1962	June 1, 1963	December 1, 1963
$2.05	$2.13	$2.18	$2.23

2. Duties

It is understood that Parcel Drivers' regular duties may include sorting and loading the packages assigned to their routes. Records of such deliveries will be made by the Parcel Drivers on their routes if not previously sheeted. The Parcel Driver rate shall cover this work.

It is anticipated that the changing nature of the Employer's business will result in some job combinations which have not been necessary up to this time. When such needs develop the parties agree to work out such problems, in order to avoid the creation of additional part-time jobs.

Rates of pay for such job combinations will be governed by the "step-up" guarantee formula.

3. Overtime

Time and one-half rate shall be paid for all work performed by an Employee before and after his regular scheduled work day. Time and one-half rate shall be paid after eight (8) hours in one day and after forty (40) hours in any one (1) week, except as otherwise provided in this Agreement, but overtime shall not be paid twice for the same hours worked. Overtime for all Employees shall be pro-rated on a minute basis for all overtime worked.

4. Sundays

Double time shall be paid for all work performed on Sundays except with respect to Washers and Porters, where the present practices shall prevail.

5. Holidays

Holidays shall be governed by the rates hereinafter set forth in Article 6, Holidays.

6. Weekly Pay Day

All Employees shall be paid in full each week. Not more than five (5) days' pay may be held back but then only if the Employer presently adheres to such program. Employees shall be paid in full when laid off or discharged.

7. Lost Time

Employees shall be paid for all time lost because of violations of any law, ordinances, or regulations which occurs through no fault of the Employee.

8. New Classifications

(a) When as a result of changes in method of operation or the introduction of new types of automotive equipment, by the Employer, it becomes necessary to create new job classifications, the rates for such new classifications shall be subject to negotiations between the parties.

(b) When such new automotive equipment and/or new job classifications are introduced or created, the Employer shall within thirty (30) days after introduction, notify the Union in writing for the purpose of negotiating an hourly rate of pay for such new automotive equipment and/or classification.

Such hourly rates shall then be negotiated by the parties.

Pending agreement upon such hourly rates, the Employees in such new classification shall be paid the highest hourly rate applicable to their classification and/or equipment.

Upon agreement the new hourly rate shall be paid retroactively to the date the Employee started work in the new classification or upon the new automotive equipment.

ARTICLE 4
WORK WEEK AND DAYS

1. Work Week

The straight time work week for all Employees shall consist of five (5) days, Monday through Saturday inclusive, of eight (8) continuous hours each, except for washers and porters where the present working conditions shall prevail.

The five (5) day work week shall be worked with days off scheduled in advance.

The above work week shall be worked on a rotating basis of days off for Employees with one or more years of employment. Scheduled days off shall be given to Employees with less than one (1) year's service.

Under the rotating and scheduled days off plan, whenever it is necessary to cancel any scheduled off days, the rotation shall be frozen. On return to the normal five (5) day work week, Employees will resume their days off at the point in the schedule which they had reached when the rotation was frozen.

Starting time for Employees, will be posted each Friday for the following week. If an Employee is called to start work before his posted starting time he shall be paid one and one-half times the regular straight time rate for the hours worked before the posted starting time.

2. Lunch Period

The lunch period shall be one hour, which shall be taken between the third and sixth hour by all Employees.

ARTICLE 5
GUARANTEES

1. Monday Through Saturday

Any Employee who is assigned to work shall be guaranteed not less than eight (8) continuous hours of work or the full equivalent in pay in any one (1) day.

Any Employee who is called to work but not assigned shall be guaranteed not less than eight (8) continous hours of work or the full equivalent in pay in any one (1) day.

2. Sunday

Any Employee called or put to work on Sunday shall be guaranteed not less than eight (8) continous hours of work or the full equivalent in pay at Sunday rates.

3. Weekly

(a) The first seventy per cent by seniority, of Employees in any Center called or put to work during any day of the regular work week shall be guaranteed forty (40) hours of work for such regular work week, but the Employer shall be exempt from such weekly guarantee if (a) an Employee at his own initiative takes off a regular scheduled work day during such work week or is laid off or discharged for just cause, or (b) the Employer has not directly or indirectly caused a work stoppage, such as fire, floods, destruction or national or local emergency, which as a proximate result thereof caused a complete stoppage of all or part of the Employer's operation.

Hours worked prior to the Employee's posted starting time shall be credited toward the forty (40) hour guarantee.

4. Injured on Job

Employees injured on the job shall not forfeit their daily guarantee for such day notwithstanding the fact that such injures prevented them from working the full scheduled day.

5. "Step-up" Guarantee

When an Employee is required to spend part of his work day upon a job providing a higher rate of pay, he shall receive the following rate of pay:

For work up to 4.0 hours at a higher classification, he shall receive four (4) hours guarantee at the higher rate.

For work in excess of 4.0 hours at a higher classification, he shall receive eight (8) hours guarantee at the higher rate.

ARTICLE 6
HOLIDAYS

1. Holiday Pay

Employees shall not be required to work, and although not worked, shall be paid eight (8) hours pay at the straight time hourly rate for the following holidays: New Year's Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas day, and regardless of the day of the week on which it falls, provided, they comply with the qualifications set forth hereinafter. Holidays which fall on Sunday shall be observed on Monday.

2. Holiday Rate

(a) Employees called to work on any of the above listed holidays shall be guaranteed a minimum of eight (8) continous hours work or its equivalent in pay at time and one-half the regular rate in addition to the eight (8) hours' pay above referred to.

(b) Employees called to work on their day off in a Holiday week, or otherwise, shall be guaranteed a minimum of eight (8) continuous hours of work or its equivalent in pay at time and one-half the regular rate. Hours worked on the day off shall not be credited towards the 40 hour guarantee.

3. Qualifications

(a) In order to qualify for eight (8) hours of straight time pay for holidays not worked, an Employee must be employed for ninety (90) days or more and must work his regular work day which immediately precedes or follows the holiday unless the Employer agrees to give the Employee the extra time off.

(b) An Employee, employed for ninety (90) days or more shall be entitled to pay for the holiday if he works his regular work day before and his regular day after the holiday, provided, however, that if the holiday falls on Monday or Saturday the Employee need only work, within that work week, his regular work day before or after the holiday.

4. Weekly Guarantee

If the holiday falls on a week day, Monday through Saturday, any Employee who has worked four (4) days in that week shall be guaranteed forty (40) hours at straight time pay for that week without having to work the holiday.

5. Holiday Shift

(a) If an Employee is regularly scheduled or starts to work on the day before the holiday and continues to work into the holiday, he shall be guaranteed eight (8) hours of continuous work at the regular straight time hourly rate.

(b) If any Employee is regularly scheduled or starts to work on a holiday and continues to work into the following day, he shall be guaranteed eight (8) hours of work at one and one-half times his regular straight time rate.

Hours worked prior to his regular scheduled starting time shall not be credited to his eight (8) hours guarantee.

6. Saturday-Sunday Shifts

An Employee who is regularly scheduled to work on a Saturday shift and works into Sunday shall be compensated at the straight time

hourly rate, but an Employee starting to work on a Sunday shift and working into Monday shall be compensated at the Sunday rate for all hours worked.

Hours worked prior to the regular scheduled starting time shall not be credited towards the eight (8) hour guarantee.

ARTICLE 7
VACATIONS

1. Eligibility

(a) An Employee, who in any calendar year has been employed for 1,250 hours shall be entitled to one (1) week vacation with pay computed at forty (40) times his straight time hourly rate of pay.

If any Employee has not been employed 1,250 hours in such calendar year, but has been so employed during the year ending on the anniversary date of his hiring, he shall then become entitled to his vacation with pay.

An employee who has been employed not less than 1,250 hours as provided, above, shall be entitled to vacation with pay according to the following schedule:

Years of Service	Total Weeks of Vacation	Weeks of Vacation to be taken During Vacation Period of: June 15 through Sept. 30	Dec. 30 through April 16
1	1	1	0
3	2	2	0
11	3	2	0
18	4	2	2

(b) All Employees on the active payroll on June 1, 1961, shall receive two (2) weeks vacation after two (2) years of service. Employees hired after June 1, 1961, shall receive two (2) weeks vacation after three (3) years of service in accordance with above schedule.

In connection with the above schedule, an Employee who has planned and arranged for an extended trip shall be entitled to take the number of vacation weeks he has earned consecutively.

(c) Any such regular Employee who resigns or whose services are terminated due to circumstances over which he has no control, shall receive pay for the number of weeks vacation as set forth in sub-section (a) for his then completed years of service.

(d) If a holiday falls during an Employee's vacation, he shall be paid for the holiday in addition to his regular vacation pay or shall receive an additional consecutive day of vacation with pay at the option of the Employer.

2. Vacation Pay

On the pay day immediately preceding an Employee's vacation he shall be paid his vacation pay computed on the basis of forty (40) hours per week at his then current hourly rate.

ARTICLE 8
SENIORITY

1. Employee Seniority

Employee seniority, and not the equipment shall prevail for all purposes and in all instances. Seniority shall be broken only by discharge for just cause, voluntary resignation, or more than a one year layoff. A laid-off Employee shall be given two (2) weeks notice of recall by registered mail at his last known address, and in the event such Employee does not report for work at the end of said two weeks, then he shall lose all seniority rights. Employees hired to fill vacancies during the vacation period, or hired only for Christmas rush, shall not be entitled to seniority. No new Employees shall be hired if Employees on the seniority list are available at adjoining Centers and willing to perform the work.

2. Posting List

A list of Employees arranged in the order of their seniority and hiring date shall be posted in a conspicuous place at each Center.

3. Work Assignment

Work in an operating Center shall be assigned on the basis of seniority. In the event that an Employee is not working regularly in an operating Center for a period of two (2) weeks, he shall have the right to transfer to any operating Center where a man junior to him is working in his classification. Such transfers, if made, will be permanent and the Employee will take his rightful place in that operating Center seniority list based upon his company seniority.

4. Filling Vacancies

(a) In manning a new operating Center those Employees whose territory is being transferred shall have the option of moving to the new operating Center. Any additional permanent assignments that are needed shall be filled by posting such jobs for all Employees in the classification company-wide, until all such vacancies are filled by qualified men; provided, that no such transfer shall be made by an Employee more than once in any twelve month period.

(b) In filling permanent vacancies in an existing Center (including swing men) the Employees in that Center shall be given first choice at such vacancies in order of seniority.

(c) Filling all permanent vacancies shall be in such a manner so as to cause minimal interruption to the Employer's operations.

ARTICLE 9
UNIFORMS

If the Employer requires Employees to wear uniforms, it shall furnish same without cost to the Employee and the uniform shall bear the Union Label. The Employer shall further launder and take care of all such uniforms at no cost to the Employee.

ARTICLE 10
WORKMEN'S COMPENSATION

The statutory provision of the Ilinois Workmen's Compensation Act and/or the Federal Employers' Liability Act shall be part of this Agreement, and where the Employer comes under the jurisdiction of either or both of these Acts, he will promptly comply with all provisions of said Act. The statutory provisions of the Federal Social Security Act and the Old Age Pension Act shall be promptly complied with. The Employer agrees to carry liability insurance with a recognized risk firm to protect Employees should they be injured, disabled or killed in the scope of their employment with the Employer. Liability insurance is part of this Agreement and Union representative shall, at his discretion, be privileged to examine the policies of the Employer. This Agreement protects the representative of the Union in making this request.

ARTICLE 11
STEWARDS AND SUPERVISORS

1. Stewards may be appointed by the Union in any operating Center where they deem one or more necessary.

2. Stewards shall have no authority to take strike action, or any other action interrupting the Employer's business, except as authorized by official actions of the union. Employer recognizes these limitations upon the authority of the stewards and shall not hold the Union liable for any unauthorized actions.

3. The Employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the steward has taken unauthorized strike action, slow down or work stoppage in violation of this Agreement.

4. Supervisors shall not do work normally performed by Employees except as follows:

1. Training
2. Demonstration
3. Safety education
4. Emergencies

ARTICLE 12
SALES, TRANSFERS AND SUBCONTRACTING

1. Successors, etc.

This Agreement shall be binding upon the parties hereto, their respective successors, administrators, executors, assigns and legal representatives. On the event the Employer's business or operation or any part of either is sold, leased, transferred or taken over by any means whatsoever, including but not limited to sale, transfer, lease, succession, merger consolidation, assignment, receivership, bankruptcy proceedings or operation of law, such business or operation shall continue to be subject to and covered by the terms and conditions of the Agreement for the life, thereof. The Employer shall not use any leasing device to a third party or any other device to evade this Agreement.

2. Notice to Successors in Interest

The Employer shall give written notice (which shall have attached thereto a copy of this Agreement) to any purchaser, transferee, lessee, successor, etc., of the existence of this Agreement and the operations, or any part covered thereby, and a copy of such notice shall be served upon the Union by certified or registered mail not later than thirty (30) days prior to the effective date of such sale, transfer, succession, consolidation, etc.

3. Failure to Give Notice

In the event the Employer fails to give the notice hereinabove required and fail to make appropriate arrangements requiring the purchaser, lessee, transferee, successor, etc., to assume the obligations of this contract, then the Employer shall be liable to the Union and to the Employees covered for all damages sustained as a result of such failure to give notice or such failure to acquire assumption of this contract without in any wise affecting or relieving the liability of such successor, transferee, lessee, etc.

4. Subcontracting

(a) The Employer agrees to refrain from using the services of any person who does not observe the wages, hours and conditions of employment established by this Agreement.

(b) For the purpose of preserving work and job opportunities for the Employees covered by this Agreement the Employer agrees that no work or services presently performed or hereafter assigned to the collective bargaining unit will be subcontracted, transferred, leased, assigned or conveyed in whole or in part to any other plant, person, or non-unit Employees, unless otherwise provided in this Agreement. The Employer may subcontract work when all of his regular Employees are working except that in no event shall work presently performed or runs established during the life of this Agreement be farmed out.

(c) When an Employer finds it necessary to hire extra equipment and/or men he shall first attempt to hire equipment and/or men from an Employer who is under contract with the Union. The Employer shall use all its available equipment and/or men before hiring or contracting for any extra or additional equipment and/or men.

ARTICLE 13
SAFETY RULES

1. Heaters and Defrosters

The Employer shall equip all trucks and tractors operated by regular drivers and furnish necessary aid for protection (including heaters and defrosters) from weather.

2. Unsafe Equipment

(a) The Employer shall not require Employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement where Employees refuse to operate such equipment unless such refusal is unjustified. If there is a dispute regarding the safe operating condition of the vehicle, the decision shall be made by the shop department.

(b) Employees shall immediately, or at the end of their shift, report all defects of equipment. Such reports shall be made on a suitable form furnished by the Employer. The Employer shall not ask or require any Employee to take out equipment that has been reported by any other Employee as being in an unsafe operating condition until same has been approved as being safe by the mechanical department.

(c) When the occasion arises where an Employee gives written report on forms in use by the Employer of a vehicle being in an unsafe working operating condition, and received no consideration from the Employer, he shall take the matter up with the Union who will take the matter up with the Employer.

ARTICLE 14
PROTECTION OF RIGHTS

1. Picket Line

It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action in the event an Employee refuses to enter upon any property involved in a labor dispute or refuses to go through or work behind any picket line, including the picket line of Unions party to this Agreement and including picket lines at the Employer's place or places of business.

2. Struck Goods

(a) Recognizing that many individual Employees covered by this Agreement may have personal convictions against aiding the adversary of other workers, and recognizing the propriety of individual determination by an individual workman as to whether he shall perform work, labor or service which he deems contrary to his best interests, the parties recognize and agree that: it shall not be a violation of this Agreement and it shall not be a cause for discharge or disciplinary action if any Employee refuses to perform any service which, but for the existence of a controversy between a labor union and any other person (whether party to this Agreement or not), would be performed by the Employees of such person.

(b) Likewise, it shall not be a violation of this Agreement and it shall not be a cause for discharge or disciplinary action if any Employee refuses to handle any goods or equipment transported, interchanged, handled or

used by any carrier or other person, whether a party to his Agreement or not, at any of whose terminals or places of business there is controversy between such carrier, or person, or its Employees on the one hand and a Labor Union on the other hand; and such rights may be exercised where such goods or equipment are being transported, handled or used by the originating, or interchanging or succeeding Carriers or persons, whether parties to this Agreement or not.

(c) The Employer agrees that it will not cease or refrain from handling, using, transporting, or otherwise dealing in any of the products of any other Employer or cease doing business with any other person, or fail in any obligation imposed by the Motor Carriers' Act or other applicable law, as a result of individual Employees exercising their rights under this Agreement or under law, but the Employer shall, notwithstanding any other provision in this Agreement, when necessary, handle, use, transport, or otherwise deal in such products and continue doing such business by use of other Employees (including management representatives), other Carriers, or by any other method it deems appropriate or proper.

3. Sympathetic Action

In the event of a labor dispute between any Employer or Union, party to this Agreement, during the course of which such Union engages in lawful economic activities which are not in violation of this Agreement, then any other affiliate of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America having an agreement covering any other Employees of such Employer, shall have the right to engage in lawful economic activity against such Employer in support of the Union which is party to this Agreement notwithstanding anything to the contrary in the Agreement between such Employer and such other affiliate.

4. Exclusion from Grievance

This Article 14 in its entirety is not subject to, and is specifically excluded from the provisions of the grievance procedure.

ARTICLE 15
HEALTH AND WELFARE INSURANCE

Health and Welfare insurance will be provided during the term of this agreement as set forth in the three (3) attached and separate insurance policies describing:

(a) Blue Cross Comprehensive Plan for Hospital Care.

(b) G. H. Poulsen & Company Plans for:

1. Surgical and Medical Coverage
2. Health and Accident Coverage

(c) Aetna Life Insurance Coverage for $3,500.00.

ARTICLE 16
PENSION FUND

1. Effective June 1, 1963, the Employer shall pay the sum of $4.50 per week for each Employee to the applicable Local 705 or Local 782 International Brotherhood of Teamsters Pension Trust Fund (heretofore respectively created by an Agreement and Declaration of Trust pursuant to collective bargaining agreements between certain Employers and the Union). The payments shall be made for the purpose of providing Pension benefits to Employees covered by this Agreement as determined by the Trustees of such Fund. Any disagreement with respect to the eligibility, time, method of payment, payments during periods of Employee illness or disability, methods of enforcement of payment and related matters, shall be determined by such Trustees. The Funds shall in all respects be administered in accordance with the aforesaid Agreement and Declaration of Trust and the applicable requirements of law.

(a) The amount of $4.50 per Employee per week shall be contributed for each Employee, other than probationary Employees covered under this Agreement for any week, in which such Employee performs any service for the Employer even when such service is not performed under the terms of this Agreement.

(b) Payment shall be made on replacements for absentee Employees for the days worked by such replacement at the rate of ninety cents ($.90) per day.

(c) If an Employee is absent because of non-occupational illness or injury, the Employer shall continue to make the required $4.50 contribution for a period of four (4) weeks.

(d) If an Employee is absent because of occupational illness or injury, the required $4.50 contribution shall be made until the Employee returns to work, or for a period of six months, whichever period is the shorter.

(e) The obligation to make the above contributions shall continue during periods when a Collective Bargaining Agreement is being negotiated.

(f) All leaves of absence, when granted by the Employer, in addition to the requirements of the parties, shall be conditioned upon the Employer and the Employee making satisfatory arrangements for paying the $4.50 weekly contribution to the Pension Fund, and at all times the payment shall be made by the Employer for the period of such granted leave of absence.

ARTICLE 17
UNION INSPECTION

Authorized representatives of the Union shall have access to the Employer's establishment at all reasonable times for the purpose of adjusting disputes, investigating working conditions, collecting dues, and ascertaining compliance with this Agreement (which shall include the right to inspect and audit payroll records, time cards and sheets) after written notice by a duly authorized officer of the Union. Such records shall be produced at a place mutually agreed upon.

ARTICLE 18
GRIEVANCE AND ARBITRATION

1. Differences between the Employer and the Union as to the application or interpretation of any of the provisions of this Agreement, including the question whether an Employee has been disciplined or discharged for just cause, shall be settled by the following grievance and arbitration procedure: if such differences are not settled by the Employer and the Union within three (3) working days, then the Employer and the Union shall each appoint two (2) members to constitute a Grievance Committee. If the Committee of four (4) can not reach a settlement within five (5) working days thereafter, then a fifth person who shall be designated chairman shall be appointed by the four. If, within three (3) days, the Committee cannot agree upon a fifth member, then the fifth member (who shall be designated chairman) shall be selected from a list of five names to be furnished by the Federal Mediation and Conciliation Service, from which list the Employer and the Union shall each strike two (2) different names, and the person whose name remains shall become the fifth member of the Committee. Should the Committee find that the Employer has unjustly laid off or discharged an Employee, than said Employee shall be reinstated to his former position and paid for all lost time. All findings of the Committee shall be final and no strike or lockout shall occur pending a final determination of the Committee except as is hereinafter provided. Nothing herein shall authorize the Committee to alter the terms and conditions of this or make a new Agreement. The fees and expenses of the Grievance Committee and arbitration shall be borne by the loser. Upon failure of the Employer to meet with the Union to adjust a grievance when requested to do so, or to appoint members of the Grievance Committee or to strike names from the list, or failure to comply with any final decision, then the Union at its discretion shall be permitted all legal and economic recourse (including the right to strike) in support or enforcement of its demands notwithstanding anything to the contrary contained in this Agreement. The action taken by the Union in recourse or enforcement of its rights shall not be arbitrable nor reviewable by any tribunal. Grievance and arbitration proceedings on behalf of an Employee respecting his grievance may be invoked by the Union when in their opinion they deem it justified.

2. Should a Certified Public Accountant designated by the Union certify in writing

specifically that the Employer is violating the wage scale, hours of work, vacations, applicable Health and Welfare provisions or Pension provisions or working conditions or other terms or conditions of employment based upon the payroll records, time cards and/or sheets, audited by him, or if the Employer refuses to produce such records for audit as provided in this Agreement, then the grievance procedure shall have no application to such facts and circumstances and the Union shall be permitted all legal and economic recourse including the right to strike notwithstanding anything to the contrary contained in this Agreement.

3. The legal recourse reserved to the Union in this Agreement shall be cumulative with and not exclusive of any other remedy—economic or legal—available to it. The Union may (in addition to pursuing other remedies) sue the Employer in the Union's own behalf or in behalf of any aggrieved Employee for specific performance of this Agreement, injunctive relief, recovery of dues, wages, vacations, or other benefits or any other legal redress, and the Employer hereby expressly waives the right to object to the Union being party plaintiff in such an action.

ARTICLE 19
TIME CLOCKS AND PART TIME EMPLOYERS

1. All Employees shall be furnished with time cards where clock system is not used.

2. If part time Employees are necessary they will be selected first from the 30% group (not covered by the weekly guarantee provided in Article 5, Sec. 3) if not previously assigned to full time work. The pay formula for such work will be as follows:

Work up to 4.0 hour guarantee at appropriate rate.

Work 4.0 hours or over—8.0 hour guarantee at appropriate rate.

3. Part time Employees will be used only where re-scheduling or combining jobs cannot develop a full time job. It is understood that such part time employees will be kept at a minimum.

ARTICLE 20
VETERANS

An Employee conscripted into or who enlists in the services of the United States Armed Forces shall, when given an honorable discharge, be immediately re-employed by the Employer, without loss of his former seniority rating, providing, that the Employee at the time of his re-employment is in good physical condition. Seniority shall prevail in the re-employment of such Employees. Seniority continues while the Employee is in the Armed

Services. The parties hereto shall be bound by all Federal legislation affecting returning war veterans. All efforts to settle disputes arising under this Article shall be made at the Employer-Union level. Failure to adjust at this level, shall authorize use of the grievance and arbitration machinery provided for in this Agreement.

ARTICLE 21
EXTRA PAYMENTS, ETC.

The Employer shall not put into effect any new plan of an economic nature affecting Employees (such as incentive plans, sick leave schedules, piece rate plans, etc.) without first checking with and securing the approval of the Union. The administration of present plans are not within the scope of this Agreement.

ARTICLE 22
EMERGENCY REOPENING

In the event of war, declaration of emergency, or imposition of civilian controls, during the life of this Agreement, either party may reopen the same upon sixty (60) days written notice and request re-negotiation of matters dealing with wages and hours. Upon the failure of the parties to agree in such negotiations, either party shall be permitted all legal or economic recourse to support their request for revisions. If Governmental approval of revisions should become necessary, all parties will co-operate to the utmost to attain such approval. The parties agree that the notice provided herein shall be accepted by all parties as compliance with the notice requirements of applicable law, so as to permit economic action at the expiration thereof.

ARTICLE 23
GOVERNMENT APPROVAL

If any provision of this Agreement which requires approval of a regulatory wage control agency of the Federal Government shall be disapproved in whole or in part by such agency, the contract shall be automatically reopened by such act of disapproval and the parties shall enter into immediate negotiation for the purpose of reaching agreement on legally permissible alternatives. The Union shall have the right of economic recourse in support of its demand if agreement cannot be reached within a period of 30 days from the date of automatic reopening, notwithstanding any provisions of this Agreement to the contrary. The notices given by the Union in connection with current negotiations shall be considered and accepted as satisfying the notice provisions of Federal law in connection with this provision.

ARTICLE 24
CONTRACT TERM

This Agreement shall become effective June 1, 1961, and continue in full force and

effect to and through May 31, 1964. This Agreement will continue in full force and effect from year to year thereafter unless written notice of termination is given by either party hereto sixty (60) days or more prior to May 31, 1964, or sixty (60) days or more prior to May 31 of any year thereafter.

ARTICLE 25
SEPARABILITY AND SAVINGS CLAUSE

1. If any Article or Section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as ti its validity, the remainder of this Agreement, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with, or enforcement of has been restrained, shall not be affected thereby.

2. In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted all legal or economic recourse in support of its demands notwithstanding any provision in this Agreement to the contrary.

3. The provisions of this Agreement shall be construed, interpreted and applied in a manner which will conform with all laws applicable thereto and will not affect or impair its validity.

4. The word Union as used herein shall apply respectively to Local 705 and/or Local 782 if the context so admits.

ARTICLE 26
EMPLOYEES NOT REQUIRED TO BUY OR LEASE EQUIPMENT

The Employer shall not require, as a condition of continued employment, that an Employer shall purchase any truck, tractor, trailer, or vehicular equipment, or that an Employee purchase or acquire any proprietary or other interest or obligation in the business.

SIGNED FOR THE UNION:

TRUCK DRIVERS, OIL DRIVERS, FILLING STATION AND PLATFORM WORKERS' UNION, LOCAL No. 705, an affiliate of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America.

.....
(President)

.....
(Secretary-Treasurer)

GENERAL TEAMSTERS, CHAUFFEURS AND HELPERS UNION, LOCAL NO. 782 of Maywood and Vicinity, an affiliate of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America.

.....
(President)

.....
(Secretary-Treasurer)

SIGNED FOR THE EMPLOYER:

UNITED PARCEL SERVICE, INC.
601 W. HARRISON ST.
CHICAGO, ILL.

.....
(Name of Official)

.....
(Title)